

ATTACHMENT 4

ONE STOP PAINT SHOP

PAINTS, COATINGS, SEALANTS, ADHESIVES, FUELS AND LUBRICANT DEPARTMENT (formerly Federal Supply Schedule 80 III A AND 80 I A)

Includes, but is not limited to, paints, coatings, sealants, adhesives, applicators, petroleum, oil and lubricants.

Encompasses Federal Supply Classes (FSC) 8010, 8020, 8030, 8040, 9110, 9130, 9135, 9140, 9150, 9160.

PAINTS, COATINGS, SEALANTS, ADHESIVES, FUELS & LUBRICANTS	<u>Standard Industrial</u> <u>Classification Codes</u> (old classification system)	<u>North American</u> <u>Industry Classification</u> <u>System</u>
	2843	325613
	2819	331311
	2851	325510
	2869	325199
	2891	325520
	2911	324110
	2992	324191
	2999	324199
	3991	339994

Size Standard: 500 Employees

Assigned Contract Specialists, Dan Perkins (816) 823-1717, Lori McKinney Kunellis (816) 926-7679, Judy Ross (816) 823-1286, Ellen Upchurch (816) 926-7808.

SPECIAL INSTRUCTIONS:

****INSTRUCTIONS FOR OFFERING "QPL" ITEMS UNDER THIS SOLICITATION****

If an offeror proposes items that are currently listed on a Qualified Products List (QPL), you must identify these items with the National Stock Number (NSN), if any, on the price list included with your proposal. You must enclose a letter of qualification from the qualifying activity when you submit your offer, and enclose a copy of the letter of qualification in each shipment to the customer after award is made. **The offeror shall also provide quality conformance testing documentation upon request from the customer, and shall provide a point of contact and phone number with each shipment.** Successful contractors shall also distinguish their QPL items in their Federal Supply Schedule Price List (see 552.238-71, SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS and I-FSS-600, CONTRACT PRICE LISTS).

Please note: Inclusion of a product and manufacturer on a QPL does not relieve the supplier or the manufacturer of their contractual obligation to deliver items that comply with all requirements specified within the applicable specification, nor does it waive any requirements for inspections or for maintaining quality control measures satisfactory to the Government.

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	DESCRIPTION	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY	PERCENT DISCOUNT OFFERED
\$3,457,500	834-100	Aerospace commercial coatings, adhesives and Sealants , including topcoats, primers, film adhesives, composite repair materials, pre-treatment products, thinners and related products designed primarily for, but limited to use in the manufacture, repair, routine maintenance, or prevention of the formation and propagation of corrosion on aircraft, helicopters, missiles, or vehicles designed to travel outside earth's atmosphere. Anti-seize compounds and materials to convert oxide corrosion to protective coatings. Products containing either lead or chromate must be prominently and properly identified and labeled. Product may be a kit or require multi-component system application. Application accessories and equipment may be included. Technical support or training that is normally provided with commercial sales of this product may be included.						
\$3,457,500	834-200	Marine commercial coatings, adhesives and sealants including topcoats, primers, pre-treatment products, thinners and related products designed primarily for, but not limited to use in the manufacture, repair, routine maintenance, or prevention of the formation and propagation of corrosion on marine vessels, oil drilling platforms, navigational aids, component parts and structures intended for exposure to a fresh or salt water marine environment either above or below water. Anti-seize compounds, preservatives for wood, metals, plastics or textiles, and materials to convert oxide corrosion to protective coatings. Products containing either lead or chromate must be prominently and properly identified and labeled. Application accessories and equipment may be included. Product may be a kit or require a multi-component system application. Technical support or training that is normally provided with commercial sales of this product may be included.						

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	DESCRIPTION	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONA L DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY	PERCEN T DISCOU NT OFFERE D
\$3,457,500	834-300	<p>Vehicle and Industrial commercial coatings, adhesives and sealants including topcoats, primers, pre-treatment products, thinners, body fillers, and related products designed primarily for, but not limited to use in the manufacture, repair, routine maintenance, or prevention of the formation and propagation of corrosion on, optical or electrical applications, equipment, vehicles, weapon systems and related miscellaneous parts. Anti-seize compounds, preservatives for wood, metals, plastics or textiles, and materials to convert metal oxide corrosion to protective coatings. Products containing either lead or chromate must be prominently and properly identified and labeled. Product may be a kit or require a multi-component system application. Application accessories and equipment may be included. Technical support or training that is normally provided with commercial sales of this product may be included.</p>						

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	DESCRIPTION	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATION AL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY	PERCENT DISCOUNT OFFERED
\$10,372,500	834-400	Architectural commercial coatings, adhesives, and sealants including topcoats, sealers, fillers, primers, pre-treatment products, thinners and related products designed for, but not limited to, construction, repair, marking, maintenance, or prevention of the formation and propagation of corrosion on structural surfaces, or for joining structural members, in both interior and exterior applications for either commercial or residential structures, foundations and pavements. Coatings include both latex and alkyd paints for use on either wood or metal surfaces, anti-seize compounds, preservatives for wood, metals, plastics or textiles, coatings and sealers for concrete or asphalt pavements and materials to convert metal oxide corrosion to protective coatings. Products containing either lead or chromate must be prominently and properly identified and labeled. Product may be a kit or require a multi-component system application. Application accessories and equipment may be included. Colorants --Includes color pigments for on-the-spot custom tinting of paints by the painter. Technical support or training that is normally provided with commercial sales of this product may be included.						
\$576,250	834-500	Stains, varnishes, sealers, shellacs and lacquers of all commercial types and sizes may be offered under each item number. Low VOC compliant products containing no ozone depleting substances or hazardous air pollutants (HAPS) are preferred. Products containing either lead or chromate must be prominently and properly identified and labeled. Products should be identified when resistant to moisture, salt spray, hydrocarbons, or corrosives.						

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	DESCRIPTION	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIO NAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY	PERCENT DISCOUNT OFFERED
\$576,250	834-600	Removers of all commercial types and sizes available for use on specified substrates may be offered. Low VOC, biodegradable and HAPS compliant products containing no ozone depleting substances are preferred.						
\$1,152,500	834-700	Applicators and accessories of all commercial types and sizes for application of paints, varnishes, and other coatings. This includes, but not limited to, brushes, mitts, sticks, rollers, roller covers, conditioners, grids, and roller kits.						
\$100,000	834-800	Recycled Latex Paint Includes latex paint certified to meet or exceed the U.S. Environmental Protection Agency Recovered Material Advisory Notice (RMAN) standards for recovered materials as specified in the Resource Conservation and Recovery Act Section 6002 Comprehensive Procurement Guideline (CPG). "Consolidated" latex paint (100% recovered material) refers to that used to cover graffiti, where color and consistency of performance are not primary concerns. "Reprocessed" latex paint (20% recovered material for white, off-white, pastel, 50-99% recovered material for gray, brown, earthtones, dark colors) refers to that used for interior and exterior architectural applications.						
\$100,000	834-900	Petroleum, Oil and Lubricants (POL) 1. Fuel, solid and liquid 2. Liquid propellants, both chemical and petroleum 3. Oils, such as fuel oils, cutting, insulating, lubricating, refrigeration, penetrating, vacuum pump, tempering, metal quenching, and hydraulic oils. 4. Greases like automotive, graphite, ground glass joint, heat dissipating, and high temperature lithium greases. 5. Miscellaneous fats and oils, such as fish, pine, fog, and storm oils. 6. Waxes, such as sealing, bone, paraffin, and ski waxes. Does not include cleaning and polishing waxes.						

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\$100,000	834-99	Introduction of New Products/Services 1. A new or improved product is a product, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task or procedure not currently available under any GSA contract. 2. The vendor must be capable of demonstrating that the product has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently available under any GSA contract. 3. As determined by the Government, there are no similar items currently available under an existing Special Item Number(SIN). 4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product. 5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.						

<p>_____ % Mark-up NIB/NISH/FPI items FOB: DESTINATION</p> <p>_____ % Mark-up NIB/NISH/FPI items FOB: ORIGIN</p> <p>NOTE: Offerors may provide a multiple discount structure based on product line categories as an attachment to the Schedule of Items.</p>

Based on Congressional statutes, there are two socioeconomic procurement programs that furnish products and/or services to support Federal Government requirements. These programs have mandatory source status and preference over the products and services of other vendors, as implemented by Federal Acquisition Regulation (FAR) Part 8.

A. Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act, 41 U.S.C. 46-48(c), production facilities associated with National Industries of the Blind (NIB) and NISH (serving people with a wide range of disabilities) are mandatory sources for the items listed.

B. This contract is designed to fulfill the mandatory provisions of the JWOD Act. Offerors must coordinate with the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee), which oversees the JWOD Program, prior to submitting their bids. The contact for this organization is:

1. Eric Beale, Program Marketing Specialist, will represent the Committee.
1215 Jefferson Davis Highway, Suite 310
Arlington, VA 22202-4302
Tel. (703) 603-7743
Fax (703) 603-0655
Email: ebeale@jwod.gov

2.3. Offeror's point of contact is:

Tel. _____
Fax _____
Email _____

C. Offerors must eliminate any commercial items deemed by the Committee to be similar to their respective mandatory source products and in lieu of those items, will offer and distribute the comparable JWOD product. Purchases by Federal customers of commercial items that are identical to or "essentially the same" (ETS) as JWOD products are in violation of the JWOD Act, 41 U.S.C. 46-48c. Thus, Government agencies are prohibited from acquiring ETS items. A complete listing of JWOD items can be downloaded at <http://www.jwod.gov>.

If it is determined that an offeror has commercial items essentially the same as any of the JWOD product but does not agree to participate by selling JWOD products, unless a waiver is granted by the Committee, the offer will be rejected in its entirety.

D. Offerors will provide the Committee with four copies each of their product line catalogs (hard copy and database) to be sold under this contract. After reviewing the products, the Committee will advise the offeror which JWOD products must be provided and which commercial products must be eliminated. The Committee may grant a written one-year waiver if there is no overlap with the JWOD product line or if the overlap is deemed to be insignificant based on potential to impact JWOD sales. This waiver would be renewed annually pending review of additions to the product line.

Enclosure 1 is the Criteria For JWOD Hardware Distributors

Enclosure 2 is Application for Authorization to Distribute JWOD Hardware Items

E. During the term of the contract, additional items may be added to or deleted from the Procurement List, which is the official list of JWOD Program products and services, maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled. The JWOD Program shall normally provide 90 days notice of product additions and deletions. Efforts will be made to coordinate the timing of these with vendor catalog production.

F. Awardees must show all new items designated by the Committee in their next print catalog and must show the same items in their electronic catalog within 90 days of being notified of the JWOD products' availability. Items similar to these and any other new JWOD items will be blocked and/or deleted from the Contractor's catalogs for Government use. In the event that a Government contract already exists for the items added to the JWOD programs, the new items will not be shown as JWOD in catalogs until after the previous contract expires. If the items are currently on GSA Schedule, they will not be shown as JWOD until the end of the first five-year period; or for schedule contracts beyond their first five-year period, items will not be shown as JWOD for 90 days, to give the current contractor a chance to deplete its stock. Similarly, ETS commercial items need not be eliminated from the catalogs until the requirement to show the new products as JWOD items takes effect.

G. Offerors should address how JWOD items will be shown and marketed to Federal Customers in their proposals, but at a minimum, the JWOD items should be included in marketing materials in a manner consistent with the commercial items.

1. If the contractor distributes a print catalog to government customers, the JWOD Program encourage but do not require a fully integrated, Government-unique print catalog. A commercial print catalog with a JWOD insert in lieu of an integrated catalog would be acceptable, but must have appropriate blocking of ETS items, and should integrate JWOD items into the index (unless otherwise negotiated with the JWOD staff).
2. If electronic catalogs are used, all items, terms and conditions not accepted by the Government (including the items ETS as JWOD products) must be deleted on the Government site/area. At the same time, the JWOD product line must be fully integrated in a manner consistent with commercial items. Electronic or on-line catalogs integrate JWOD items into all search features as well as other pages where applicable. A separate button for Government customers and/or JWOD items is welcome, but not in lieu of integration into the remaining areas of the catalog. Removal of ETS items is required.

H. If authorized to distribute JWOD items, the Offeror will order such products through the channel(s) designated by those programs, including:

- 1 JWOD Wholesalers (if applicable)
- 2 JWOD Central Order Processor (COP) (currently applicable only to NISH)

The offeror must agree to the terms and conditions for the designated channel(s) with respect to ordering procedures and timely payments. If a firm is authorized to order from the JWOD Central Order Processor (NISH only) or other direct means, it will accept the JWOD lead times of 30 days to ship and will make payments in net 30 days. In the event of late payments by authorized distributors, interest may be assessed at rates consistent with the Prompt Payment Act.

I. Offerors are advised that most JWOD supplies its firm would distribute currently ship F.O.B. Origin, meaning freight charges are to be paid by the distributor and the distributor assumes title for the goods once placed on the initial carrier. Some JWOD items ship F.O.B. Destination.

J. Warranty/returned goods policy – The Contractor's standard commercial warranty as stated in the Contractor's commercial price list will apply to JWOD items. The Contractor's stated return policy for the JWOD items will be identical to their offered commercial return goods policy.

K. The offeror's standard commercial warranty as stated in the distributor's commercial catalogs/price lists will apply to JWOD items. The offeror's stated return policy for its sale of commercial goods will also apply to JWOD items. The offeror will be advised of the JWOD Program's return policy to distributors prior to becoming authorized.

L. The Committee for Purchase From People Who Are Blind or Severely Disabled, an independent agency of the Federal Government, is responsible for establishing prices for JWOD items. Normally, the Committee revises prices (upward or downward) for these items once a year, but occasionally market conditions require more frequent revisions. The Committee will advise the distributor of price changes and their effective dates with approximately 30 days' notice. After the effective date of a price change, any subsequent orders will be at the new price. The distributor will adjust its selling price, based upon its awarded mark-up for those items offered.

Requirements for Certain Distributors to Carry JWOD Items as a Condition of Award

As the JWOD Program is a mandatory source of supply for all Federal entities, any contractual vehicle to furnish products to Federal employees must eliminate commercial items that are identical to or essentially the same (ETS) as JWOD items. Otherwise, the users of that vehicle may, unknowingly or knowingly, violate the JWOD Act. This position is consistent with FAR clause 52.208-9, Contractor Use of Mandatory Sources of Supply. In addition, in some circumstances, participating vendors will also be required to offer all or a portion of the JWOD product line. Such decisions will be made on a case-by-case by the Committee, in consultation with NIB and NISH, when a new vendor contacts the JWOD Program.

With respect to office supplies, nearly all dealers offer a broad enough product line that working with JWOD would be required. Specialty or niche firms/catalogs will be evaluated for the level that overlap would impact JWOD sales. Without allowing the sale of ETS items, the JWOD Program may occasionally grant a waiver from carrying its products, primarily when there is no overlap, or when overlap is deemed insignificant by the Committee.

ADDENDUM TO 52.212-4

CHILD DROWNING WARNING LABELS - All plastic or metal four-gallon to six-gallon, inclusive, straight sided, slightly tapered, open head, industrial containers, as defined by the American Society for Testing and Materials (ASTM), shall bear a warning label or labels specified by California Health and Safety Code, Division 104 - Environmental Health, Part 3 - Product Safety, Chapter 5 - Consumer Products, Article 4 - Bucket Labeling, Sections 108625 - 108630."

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
ALL	\$100,000

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.223-3HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert None)

Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definitions.

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) _____,* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

* The Contractor shall insert the name of the substance(s).

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

- (a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.
- (b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).
Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.246-76 WARRANTY OF PESTICIDES (MAY 1989)

- (a) Notwithstanding acceptance of pesticides by the Government, the Contractor warrants that for 1 year after the date of shipment, all pesticides furnished under this contract shall meet the requirements of Pub. L. 92-516, as amended, and shall be registered with the Environmental Protection Agency (EPA).
- (b) If EPA takes action to stop sale, stop use, remove, seize, or cancel registration of a pesticide within 1 year after date of shipment, the Contractor shall immediately notify the Contracting Officer. The notification will include: (1) contract number; (2) identification of the pesticide; (3) reason for the EPA action against the pesticide; and (4) list of Government agencies and addresses to which it was delivered.

C-FSS-423 METHOD OF DETERMINING FILL (APR 1984)

Fill of Paint and Related Products in Non-Pressurized Containers.

Fill of paint in non-pressurized containers for compliance with the gallon (volume) requirement of the solicitation for offers shall be determined as described below. In cases of conflict between the specification requirement and the method described below, or in the absence of a method for determining fill in the specification, the method below shall govern—

SAMPLE UNIT - The sample unit shall be one filled container.

SAMPLE - The size of sample shall be in accordance with MIL-STD-105, Special Inspection Level S-3, except that the sample size derived from MIL-STD-105 shall be rounded off to the next highest increment of 5. At no time shall the sample size be less than 5 containers, unless the inspection lot consists of less than 5 containers, in which case all containers shall be included in the determination of fill. Random sampling shall be used.

TARE - The average weight of an empty container (tare) shall be obtained by weighing 5 empty containers and determining the average of the 5.

WEIGHT PER GALLON - The weight per gallon shall be determined by Method 4184.1, Fed. Std. 141.

FILL OF CONTAINER - Fill of containers shall be computed by the following formula:

$$\begin{array}{rcccl} \text{Average} & & \text{Gross weight} & & \text{Tare weight} \\ \text{volume per} & = & \text{of sample} & - & \text{of sample} \\ \text{container} & & & & \\ \text{(gallon)} & & \text{Weight X} & & \text{Number of containers} \\ & & \text{per gallon} & & \text{in the sample} \end{array}$$

C-FSS-427 ANSI STANDARDS (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992)

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

ITEMS

(NSN's, SIN's or Descriptive Name of Articles, as appropriate)	Charge for Performance Oriented Packaging
--	---

_____	_____
_____	_____

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.